



# Your Benefit Plan

THE COMMONWEALTH OF MASSACHUSETTS  
GROUP INSURANCE COMMISSION  
BASIC TERM LIFE



### **Questions about Your Coverage**

**In the event You have questions regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:**

The Hartford  
Group Benefits Division, Customer Service  
P.O. Box 2999  
Hartford, CT 06104-2999

**Or call Us at:** 1-800-523-2233

When calling, please give Us the following information shown on the "Certificate of Insurance" page of this group life insurance certificate:

- 1) the policy number; and
- 2) the name of the policyholder (employer or organization).

**Or You may contact Our Sales Office:**

Hartford Life Insurance Company  
Group Sales Department  
150 Federal Street  
Suite 1025  
Boston, MA 02110  
TOLL FREE: 800-871-2071  
FAX: 617-378-4633

**If you have a complaint, and contacts between you and the insurer or an agent or other representative of the insurer have failed to produce a satisfactory solution to the problem, the following states require we provide you with additional contact information:**

<b>For Residents of:</b>	<b>Write</b>	<b>Telephone</b>
<b>Arkansas</b>	Arkansas Insurance Department Consumer Services Division 1200 West Third Street Little Rock, AR 72201-1904	1(800) 852-5494
<b>California</b>	State of California Insurance Department Consumer Communications Bureau 300 South Spring Street, South Tower Los Angeles, CA 90013	1(800) 927-HELP
<b>Illinois</b>	Illinois Department of Insurance Consumer Services Station Springfield, Illinois 62767	Consumer Assistance: 1(866) 445-5364 Officer of Consumer Health Insurance: 1(877) 527-9431
<b>Indiana</b>	Public Information/Market Conduct Indiana Department of Insurance 311 W. Washington St. Suite 300 Indianapolis, IN 46204-2787	Consumer Hotline: 1(800) 622-4461 1(317) 232-2395 (in the Indianapolis Area)
<b>Massachusetts</b>	Massachusetts Division of Insurance One South Station, 5 <sup>th</sup> Floor 311 W. Washington St. Suite 300 Boston, Massachusetts 02210-2223	1 (617) 521-7794
<b>Virginia</b>	Life and Health Division Bureau of Insurance P.O. Box 1157 Richmond, VA 23209	1(800) 552-7945 (inside Virginia) 1(804) 371-9741 (outside Virginia)

Wisconsin	Office of the Commissioner of Insurance Complaints Department P.O. Box 7873 Madison, WI 53707-7873	1(800) 236-8517 (outside of Madison) 1(608) 266-0103 (in Madison) to request a complaint form.
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**The following states require that We provide these notices to You about Your**

**coverage: For residents of:**

<b>Arizona</b>	This certificate of insurance may not provide all benefits and protections provided by law in Arizona. Please read This certificate carefully.
<b>Florida</b>	The benefits of the policy providing you coverage are governed primarily by the law of a state other than Florida.
<b>Maryland</b>	The group insurance policy providing coverage under this certificate was issued in a jurisdiction other than Maryland and may not provide all the benefits required by Maryland law.
<b>Montana</b>	The benefits of the policy providing your coverage are governed primarily by the law of a state other than Montana.

**Georgia**

The laws of the state of Georgia prohibit insurers from unfairly discriminating against any person based upon his or her status as a victim of family abuse.

**North Carolina**

**UNDER NORTH CAROLINA GENERAL STATUTE SECTION 58-50-40, NO PERSON, EMPLOYER, FINANCIAL AGENT, TRUSTEE, OR THIRD PARTY ADMINISTRATOR, WHO IS RESPONSIBLE FOR THE PAYMENT OF GROUP LIFE INSURANCE, GROUP HEALTH OR GROUP HEALTH PLAN PREMIUMS, SHALL:**

- 1) CAUSE THE CANCELLATION OR NONRENEWAL OF GROUP LIFE INSURANCE, GROUP HEALTH INSURANCE, HOSPITAL, MEDICAL, OR DENTAL SERVICE CORPORATION PLAN, MULTIPLE EMPLOYER WELFARE ARRANGEMENT, OR GROUP HEALTH PLAN COVERAGES AND THE CONSEQUENTIAL LOSS OF THE COVERAGES OF THE PERSON INSURED, BY WILLFULLY FAILING TO PAY THOSE PREMIUMS IN ACCORDANCE WITH THE TERMS OF THE INSURANCE OR PLAN CONTRACT; AND
- 2) WILLFULLY FAIL TO DELIVER, AT LEAST 45 DAYS BEFORE THE TERMINATION OF THOSE COVERAGES, TO ALL PERSONS COVERED BY THE GROUP POLICY WRITTEN NOTICE OF THE PERSON'S INTENTION TO STOP PAYMENT OF PREMIUMS. VIOLATION OF THIS LAW IS A FELONY. ANY PERSON VIOLATING THIS LAW IS ALSO SUBJECT TO A COURT ORDER REQUIRING THE PERSON TO COMPENSATE PERSONS INSURED FOR EXPENSES OR LOSSES INCURRED AS A RESULT OF THE TERMINATION OF THE INSURANCE.

**IMPORTANT TERMINATION  
INFORMATION**

**YOUR INSURANCE MAY BE CANCELLED BY THE COMPANY. PLEASE READ THE TERMINATION PROVISION IN THIS CERTIFICATE.**

**THIS CERTIFICATE OF INSURANCE PROVIDES COVERAGE UNDER A GROUP MASTER POLICY. THIS CERTIFICATE PROVIDES ALL OF THE BENEFITS MANDATED BY THE NORTH CAROLINA INSURANCE CODE, BUT YOU MAY NOT RECEIVE ALL OF THE PROTECTIONS PROVIDED BY A POLICY ISSUED IN NORTH CAROLINA AND GOVERNED BY ALL OF THE LAWS OF NORTH CAROLINA.**

**IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call The Hartford's toll-free telephone number for information or to make a complaint at:

1-800-523-2233

**Texas**

**AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de The Hartford para informacion o para someter una queja al:

1-800-523-2233

You may also write to The Hartford at:  
P.O. Box 2999  
Hartford, CT 06104-2999

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:  
P.O. Box 149104  
Austin, TX 78714-9410  
Fax # (512) 475-1771

**PREMIUM OR CLAIM DISPUTES:**

Should you have a dispute concerning your premium or about a claim you should contact the agent or The Hartford first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

Usted tambien puede escribir a The Hartford:  
P.O. Box 2999  
Hartford, CT 06104-2999

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:  
P.O. Box 149104  
Austin, TX 78714-9410  
Fax # (512) 475-1771

**DISPUTAS SOBRE PRIMAS O RECLAMOS:**

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o The Hartford primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento **(TDI)**.

**THIS IS NOT A POLICY OF WORKERS' COMPENSATION INSURANCE. THE POLICYHOLDER DOES NOT BECOME A SUBSCRIBER TO THE WORKERS' COMPENSATION SYSTEM BY PURCHASING THIS POLICY, AND IF THE POLICYHOLDER IS A NON-SUBSCRIBER, THE POLICYHOLDER LOSES THOSE BENEFITS WHICH WOULD OTHERWISE ACCRUE UNDER THE WORKERS' COMPENSATION LAWS. THE POLICYHOLDER MUST COMPLY WITH THE WORKERS' COMPENSATION LAW AS IT PERTAINS TO NON-SUBSCRIBERS AND THE REQUIRED NOTIFICATIONS THAT MUST BE FILED AND POSTED.**



**CERTIFICATE OF INSURANCE**  
**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
Simsbury, Connecticut  
(A stock insurance company)

**Policyholder: THE COMMONWEALTH OF MASSACHUSETTS GROUP INSURANCE COMMISSION**

**Policy Number: GL- 675670**

**Policy Effective Date: July 1, 2006**

**Policy Anniversary Date: July 1<sup>st</sup> following the Policy Effective Date**

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized *in* this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on file with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

**Terence Shields, Secretary**

**Michael Concannon, Executive Vice President**

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*A note on capitalization in this Certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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## SCHEDULE OF INSURANCE

**BENEFITS DESCRIBED HEREIN ARE THOSE IN EFFECT AS OF JULY 1, 2014.**

**Cost of Coverage:**

**Contributory Coverage:** Basic Life Insurance

**Eligible Class(es) For Coverage:** All Retired Municipal Teachers who are citizens or legal residents of the United States, its territories and protectorates, as defined under the Massachusetts General Laws in Chapter 32B, section 11E.

**Eligibility Waiting Period for Coverage:** As determined by The Policyholder.

### Life Insurance Benefit

**Maximum Amount:**

**Basic Amount of Life Insurance:** \$1,000; \$2,000; \$3,000; \$4,000; \$5,000; \$10,000; or \$15,000; or an amount determined by the governmental unit and approved by the Policyholder'

\*The Amount of Life insurance available to You is determined by Your municipality. Amounts of life insurance vary among municipalities. Please see the Policyholder for the Amount of Life Insurance that applies to You.

## ELIGIBILITY AND ENROLLMENT

**Eligible Persons:**

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

**Eligibility for Coverage:**

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date You become a member of an Eligible Class; or
- 3) the date You complete the Eligibility Waiting Period for Coverage shown in the Schedule of Insurance, if applicable.

**Enrollment:**

To enroll for Contributory Coverage, You must:

- 1) complete and sign an insurance enrollment form, satisfactory to Us, for Your coverage; and
- 2) deliver it to the Policyholder.

You may enroll for Basic Life Insurance at any G1C annual enrollment without having to provide Evidence of Insurability. Rules for applying for Life & Health Insurance are governed by the Policyholder.

The G1C annual enrollment is a period of time determined each year by the Policyholder.

**Evidence of Insurability:**

Evidence of Insurability must be satisfactory to Us and may include, but will not be limited to:

- 1) a completed and signed application approved by Us; and
- 2) any additional information We may require.

We will then determine if You are insurable for coverage under The Policy. You will be notified in writing of Our determination of any Evidence of Insurability submission.

## PERIOD OF COVERAGE

### **Effective Date:**

Coverage will start on the latest to occur of:

- 1) the date You become eligible, if You enroll on or before that date;
- 2) the date You enroll,

### **Termination:**

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or The Policy no longer insures Your class;
- 3) the date the premium payment is due but not paid, unless

continued in accordance with the Waiver of Premium provision.

### **Waiver of Premium:**

Waiver of Premium is a provision which allows You to continue Your Life Insurance coverage without paying premium, while You are Disabled and qualify for Waiver of Premium.

### Disabled:

Disabled means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by:

- 1) education;
- 2) training; or
- 3) experience.

### Conditions for Qualification:

To qualify for Waiver of Premium You must:

- 1) be covered under The Policy and be under age 60 when You become Disabled;
- 2) be Disabled and provide Proof of Loss that You are Disabled by submitting a GIC waiver of premium application; and
- 3) provide such proof within two years of the date Your date of Disability.

If You qualify for Waiver of Premium, the amount of continued coverage:

- 1) will be the amount in force as of the last day prior to the date You became Disabled;
- 2) will be subject to any reductions provided by The Policy; and
- 3) will not increase.

### When Premiums are Waived:

If We approve Waiver of Premium, the Policyholder will notify You of the date We will begin to waive premium. We have the right to:

- 1) require Proof of Loss that You are Disabled; and
- 2) have You examined at reasonable intervals during the first 2 years after receiving initial Proof of Loss, but not more than once a year after that.

We will waive premium payments and continue Your coverage, while You remain Disabled.

However, if We deny Your application for Waiver of Premium, You may be eligible to convert coverage in accordance with the Conversion Right.

### Waiver Ceases:

Waiver of Premium ceases on the date:

- 1) You fail to provide Proof of Loss that You remain Disabled;
- 2) You recover and are no longer Disabled; or
- 3) You refuse to be examined by a Physician chosen by Us.

## BENEFITS

**Life Insurance Benefit:**

If You die while covered under The Policy, We will pay Your Life Insurance Benefit after We receive Proof of Loss, in accordance with the Proof of Loss provision.

The Life Insurance Benefit will be paid according to the General Provisions of The Policy.

**Accelerated Benefit:**

In the event that You are diagnosed as Terminally Ill while You are covered under The Policy, We will pay the Accelerated Benefit amount as shown below, provided We receive proof of such Terminal Illness.

You must request in writing that a portion of Your Amount of Life Insurance be paid as an Accelerated Benefit.

The Amount of Life Insurance payable upon Your death will be reduced by any Accelerated Benefit Amount paid under this benefit.

In no event will the Accelerated Benefit Amount exceed 75% or be less than 25% of Your Amount of Life Insurance. This option may be exercised only once. Upon payment of the Accelerated Benefit Amount, future premiums will be waived regardless of your age.

Any benefits received under this benefit may be taxable. You should consult a personal Tax Advisor for further information.

in the event:

- 1) You are required by law to accelerate benefits to meet the claims of creditors; or
- 2) if a government agency requires You to apply for benefits to qualify for a government benefit or entitlement;

You will still be required to satisfy all the terms and conditions herein in order to receive an Accelerated Benefit.

If You have executed an Assignment of rights and interest with respect to Your Amount of Life Insurance, in order to receive the Accelerated Benefit, We must receive a release from the assignee before any benefits are payable.

**Terminal Illness or Terminally Ill** means a life expectancy of 12 months or less.

**Proof of Terminal Illness and Examinations:**

We reserve the right to require satisfactory Proof of Terminal Illness on an ongoing basis. Any diagnosis submitted must be provided by a Physician.

If You do not submit proof of Terminal illness satisfactory to Us, or if You refuse to be examined by a Physician, as We may require, then We will not pay an Accelerated Benefit.

**No Longer Terminally Ill:**

If You are diagnosed by a Physician as no longer Terminally ill and return to an Eligible Class, coverage will remain in force, provided premium is paid.

In any event, the amount of coverage will be reduced by the Accelerated Benefit paid.

**Conversion Right**

If Life Insurance coverage or any portion of it under The Policy ends for any reason, except non payment of premium, You may have the right to convert the coverage that terminated to an individual conversion policy without providing Evidence of Insurability. Conversion is not available for any Amount of Life Insurance for which You were not eligible and covered under The Policy.

If coverage under The Policy ends for any reason other than non payment of premium, the full amount of coverage which ended *may* be converted.

**Conversion:**

To convert Your coverage, You must complete a Notice of Conversion Right form.

The Insurer must receive this within:

- 1) 31 days after Life Insurance terminates; or
- 2) 15 days from the date of notice;



whichever is later. However, We will not accept requests for Conversion if they are received more than 90 days after Life Insurance terminates.

After the Insurer verifies eligibility for coverage, the Insurer will send You a Conversion Policy proposal. You must:

- 1) complete and return the request form in the proposal; and
- 2) pay the required premium for coverage;

within the time period specified in the proposal.

Any individual policy issued to You under the Conversion Right:

- 1) will be effective on *the* first day of the month after the date coverage ends; and
- 2) will be in lieu of coverage for this amount under The Policy.

**Conversion Policy Provisions:**

The Conversion Policy will:

- 1) be issued on one of the Life insurance policy forms the Insurer is issuing for this purpose at the time of conversion; and
- 2) base premiums on the Insurer's rates in effect for new applicants of Your class and age at the time of conversion.

The Conversion Policy will not provide:

- 1) the same terms and conditions of coverage as The Policy;
- 2) any benefit other than the Life Insurance Benefit; and
- 3) term insurance.

However, Conversion is not available for any Amount of Life Insurance which was, or is being, continued:

- 1) in accordance with the Waiver of Premium provision;
- 2) in accordance with the Continuation Provisions;

until such coverage ends.

**Death within the Conversion Period:**

We will pay the Amount of Life Insurance You would have had the right to apply for under this provision if:

- 1) coverage under The Policy terminates;
- 2) You die within 31 days of the date coverage terminates.

If the Conversion Policy has already taken effect, no Life Insurance Benefit will be payable under The Policy for the amount converted.

**Conversion Policy**, as used in this provision, means the individual conversion policy that We will send to You after Your eligibility for converted coverage is verified by the GIC.

**Insurer**, as used in this provision, means Us or another insurance company which has agreed to issue conversion policies according to this Conversion Right.

**Notice of Conversion Right form**, as used in this provision, means the form You *are* required to complete and submit in order to request conversion to an individual life policy.

## GENERAL PROVISIONS

**Notice of Claim:**

You, or the person who has *the* right to claim benefits, must give the Policyholder written notice of a claim as soon as possible after the date of death. You must give the Policyholder written notice of claim within 2 years of the date of Disability with respect to the Waiver of Premium provision.

Such notice must include the claimant's name, address and the Policy Number and any other information required in accordance with the Proof of Loss provision.

**Proof of Loss:**

Proof of Loss for loss of life claims may include, but is not limited to, the following:

- 1) a certified copy of the death certificate, if applicable (a photocopy is not acceptable);

- 2) Your Beneficiary Designation (if applicable) which includes all beneficiary's names, dates of birth, social security numbers and addresses;
- 3) a copy of Your life insurance certificate or GIC annual benefits statement.

If death is the result of an accident, also provide the following additional information:

- 1) a copy of any and all police reports;
- 2) a copy of any newspaper articles.

Claims forms are not required to be submitted. The GIC will process this information and forward it to Us. We will then mail payment to Your beneficiary(ies), or to You, if living. This procedure applies for all deaths regardless of cause, for claims due to loss of life.

Proof of Loss with respect to proof of Disability under the Waiver of Premium provision may include, but is not limited to, the following:

- 1) documentation of:
  - a) the date Your Disability began;
  - b) the cause of Your Disability; and
  - c) the prognosis of Your Disability;
- 2) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 3) the names and addresses of all:
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 4) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 5) Any additional information required by Us to adjudicate the claim.

#### **Sending Proof of Loss:**

Written Proof of Loss should be sent within 90 day(s). All Proof of Loss should be sent to the Policy Holder. However, all claims should be submitted to Us within 90 day(s) of the date coverage ends.

If proof is not given by the time it is due, it will not affect the claim if:

- 1) it was not possible to give proof within the required time; and
- 2) proof is given as soon as possible.

#### **Physical Examination and Autopsy:**

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) where it is not forbidden by law, to have an autopsy performed in case of death.

#### **Claim Payment:**

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision and Beneficiary Designation, but not more than 30 day(s) after such Proof of Loss is received.

#### **Claims to be Paid:**

If no beneficiary is named, or if no named beneficiary survives You, We may, at *Our* option, pay:

- 1) to Your surviving spouse; or
- 2) if Your spouse does not survive You, in equal shares to Your surviving children; or
- 3) if no child survives You, in equal shares to Your surviving parents; or
- 4) if no parent survives You, in equal shares to Your surviving siblings; or
- 5) if no sibling survives You, to the executors or administrators of Your *estate*; or
- 6) if none, to the person or persons determined to be entitled thereto under the laws of the Commonwealth of Massachusetts.

if benefits are payable and the Amount of Life Insurance is at least \$6,000, then We may pay benefits into an interest bearing draft book account (Safe Haven checking account) which will be owned by:

- 1) You, if living; or
- 2) Your beneficiary, in the event of Your death.

If the Amount of Life Insurance is less than \$6,000, then benefits are paid in a lump sum to the beneficiary in accordance with the General Provisions.

The account owner may elect a lump sum payment by writing a check for the full amount in the account. The minimum draft amount is \$250. However, an account will not be established for a benefit payable to Your estate. Upon approval of the claim and satisfaction of the requirements of this provision, Your beneficiary will be mailed all the necessary materials required for the Safe Haven checking account.

We will make any payments, other than for Loss of Life, to You.

If any person otherwise entitled to payment does not make a claim for payment within one year of Your death, payment may be made by order of precedence as if such person has died before You.

**Beneficiary Designation:**

You may designate or change a beneficiary by doing so in writing on a form satisfactory to the Policyholder and filing the form with the Policyholder. Only satisfactory forms sent to the Policyholder prior to Your death will be accepted. When You become insured, You must name someone as Your beneficiary to receive Your life insurance proceeds. You may name more than one person and determine the proportion each person is to receive. If more than one beneficiary is named, and You do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before You or the share of a beneficiary who is disqualified will pass to any surviving beneficiary in the order You designated. If no beneficiary is named or no named beneficiary survives You, see the provision entitled "Claims to be Paid" in the "General Provisions" section.

Beneficiary designations will become effective as of the date Your signed and dated form is received by the Policyholder, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Policyholder.

In no event may a beneficiary be changed by a Power of Attorney, however in some events a beneficiary may be changed by a durable Power of Attorney.

**Policy Interpretation:**

We have full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy.

**Incontestability:**

Except for non-payment of premiums, the Life Insurance Benefit of The Policy cannot be contested after two years from the Policy Effective Date.

In the absence of Insurance Fraud, no statement made by You relating to Your insurability will be used to contest the insurance for which the statement was made after the insurance has been in force for two years during Your lifetime. In order to be used, the statement must be in writing and signed by You.

**Assignment:**

You have the right to absolutely assign all Your rights and interest under The Policy including, but not limited to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us, the Policyholder and You.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

**Legal Actions:**

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

**Insurance Fraud:**

insurance fraud occurs if You and/or the Policyholder provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or the Policyholder commit insurance fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit insurance fraud. We will pursue all available legal remedies if You and/or the Policyholder perpetrate insurance fraud.

**Misstatements:**

If material facts about You were not stated accurately:

- 1) the premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

## **DEFINITIONS**

**Contributory Coverage** means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

**Conversion Policy**, as used in the "Conversion Right" provision, means the individual conversion policy that We will send to You after Your eligibility for converted coverage is verified by the GIC.

**Conversion Right** means Your right to convert terminated coverage to an individual conversion policy if Life Insurance coverage under The Policy ends. For specific details on Your Conversion Rights, see the section entitled "Conversion Right."

**Disabled** means You are prevented by injury or sickness from doing any work for which You are, or could become, qualified by: 1) education; 2) training; or 3) experience. In addition, You will be considered Disabled if You have been diagnosed with a life expectancy of 12 months or less.

**Earnings** means Your average annual salary, wages and other compensation as determined by the Policyholder ,

**Insurer**, as used in the "Conversion Right" provision, means Us or another insurance company which has agreed to issue conversion policies according to the Conversion Right.

**Notice of Conversion Right form**, as used in the "Conversion Right" provision, means the form You are required to complete and submit in order to request conversion to an individual life policy.

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

**Policy Effective Date** means the effective date of The Policy shown in the Schedule of

Insurance. **Policyholder** means the Policyholder named on the Certificate of Insurance.

**Proof of Loss** means proof of Your Disability or *death*, as applicable. See the section entitled "Proof of Loss" in "General Provisions" for the list of acceptable types of proof.

**Related** means Your spouse, or other adult living with You, or Your sibling, parent, step-parent, grandparent, aunt, uncle, niece, nephew, son, daughter, or grandchild.

**Retired Municipal Teacher (RMT)** means a teacher retired from the service of certain political subdivisions of the Commonwealth, whose services are terminated, and who is eligible for and actually receiving a pension, annuity or retired allowance from the State Teachers Retirement System under any applicable law, provided that said employee terminated his services on or after the implementation by political subdivision of Section 10 of the Massachusetts General Laws, Chapter 32B. Each retiree, as described above, of a political subdivision who has accepted Section 11E of the Massachusetts General Laws, Chapter 32B and has been further accepted by the Policyholder in accordance with Section 13 of the Massachusetts General Laws, Chapter 32A, shall be eligible for the insurance coverage provided in The Policy. A determination by the Policyholder that a person is eligible for participation in The Policy shall be final and binding on all parties.

**Terminal illness or Terminally III** means a life expectancy of 12 months or less.

**The Policy** means the policy which We issued to the Policyholder under the Policy Number shown on the face page. **We, Us or Our** means the insurance company named on the face page of The Policy.

**You or Your** means the person to whom this certificate is issued.



## AMENDATORY RIDER

This rider is attached to all certificates given in connection with The Policy and is effective on The Policy Effective Date.

This rider is intended to amend Your certificate, as indicated below, to comply with the laws of Your state of residence. Only those references to benefits, provisions or terms actually included in Your certificate will affect Your coverage. In addition, any reference made herein to Dependent coverage will only apply if Dependent coverage is provided in Your certificate.

For California residents:

- 1) "Spouse" will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) "Child" will also include children) of Your California registered domestic partner.

For Louisiana residents:

The last paragraph of the **Claims to be Paid** provision is replaced by the following:

In addition, We may, at Our option, pay a portion of Your Life Insurance Benefit up to \$500 to any person equitably entitled to payment because of expenses from Your funeral or other expenses incident to Your last illness or death. Payment to any person, as shown above, will release Us from liability for the amount paid.

For Minnesota residents:

- 1) the paragraph, "Any benefits received under this benefit may be taxable. You should consult a personal Tax Advisor for further information" of the **Accelerated Benefit** provision is deleted.
- 2) the 2<sup>nd</sup> and 3<sup>rd</sup> paragraphs of the **Conversion Right** provision are deleted.
- 3) The first sentence of the 5<sup>th</sup> paragraph of the **Claims to be Paid** provision is amended as follows:  
If benefits are payable and are greater than \$15,000, then You or Your beneficiary may request that We pay benefits into a draft book account (checking account) which will be owned by:
  - 1) You, if living; or
  - 2) Your beneficiary, in the event of Your death.

For Montana residents:

- 1) The time period stated in the **Conversion Right** provision is changed to 3 years instead of 5 years.
- 2) The 2<sup>nd</sup> paragraph of the **Conversion Policy Provisions** is deleted.
- 3) The following provision is added to the **Claims to be Paid** provision.

**Payable interest:** *Is interest payable on death claims?*

Claims payable for loss of life will be paid within 60 days of the date due proof is received. If the claim is paid more than 30 days after the date due proof is received, the amount payable will include interest, Interest will be paid at the discount rate, on 90-day commercial paper, in effect at the Federal Reserve Bank in the Ninth Federal Reserve District on the date due proof is received.

For New Hampshire residents:

- 1) The following is added to the end of the first paragraph of the **Conversion** provision:  
The Notice of Conversion Right form will be mailed to You within 15 days after the Policy ceases. If notice is given more than 15 days after the Policy ceases, the time You have to convert will be extended for 15 days from the date notice was given.
- 2) The last sentence of the second paragraph of the **Conversion** provision is replaced by the following: However, unless you did not have notice, We will not accept requests for Conversion if they are received more than 91 days after Life Insurance terminates.
- 3) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$250, if not \$250.

For South Carolina residents:

- 1) The following is added to the **Physical Examinations and Autopsy** provision: "Such autopsy must take place in the state of South Carolina."
- 2) The dollar amount stated in the second paragraph of the **Claims to be Paid** provision is changed to \$2,000, if *not* \$2,000.

For Vermont residents:

**Purpose:** This endorsement is intended to provide benefits for parties to a civil union. Vermont law requires that insurance contracts and policies offered to married persons and their families be made available to parties to a civil union and their families. *In* order to receive benefits in accordance with this endorsement, the civil union must have been established in the state of Vermont according to Vermont law.

**General Definitions, Terms, Conditions and Provisions:** The general definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached *are* hereby amended and superseded as follows:

- 1) Terms that mean or refer to a marital relationship or that may be construed to mean or refer to a marital relationship: such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms include the relationship created by a civil union.
- 2) Terms that mean or refer to a family relationship arising from a marriage such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include the family relationship created by a *civil* union.
- 3) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce *decree*", "termination of marriage" and any other such terms include the inception or dissolution of a civil union.
- 4) "Dependent" means a spouse, a party to a civil union, and/or a child or children (natural, stepchild, regally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union.

**Cautionary Disclosure:** THIS RIDER IS ISSUED TO MEET THE REQUIREMENTS OF VERMONT LAW AS EXPLAINED IN THE "PURPOSE" PARAGRAPH OF THE RIDER. THE FEDERAL GOVERNMENT OR ANOTHER STATE GOVERNMENT MAY NOT RECOGNIZE THE BENEFITS GRANTED UNDER THIS RIDER. YOU ARE ADVISED TO SEEK EXPERT ADVICE TO DETERMINE YOUR RIGHTS UNDER THIS CONTRACT.

For Washington residents:


- 1) The following is added to the **No Longer Terminally ill provision**:  
**Dispute about Diagnosis:** If Your attending physician, and a physician appointed by Us, disagree on whether You are Terminally Ill, Our physician's opinion will not be binding upon You. The two parties shall attempt to resolve the matter promptly and amicably. **In** case the disagreement is not resolved, You have the right to mediation or binding arbitration conducted by a disinterested third party who has no ongoing relationship with either. Any such arbitration shall be conducted in accordance with the laws of the State of Washington. As part of the final decision, the arbitrator or mediator shall award the costs of the arbitrator to one party or the other, or may divide the costs equally or otherwise.

For Wisconsin residents:

- 1) The dollar amount stated in the **Conversion Right** provision is changed to \$5,000, if not \$5,000.
- 2) The dollar amounts stated in the second paragraph and the last paragraph of the **Claims to be Paid** provision are changed to \$1,000, if not \$1,000.

In all other respects, the Policy and certificates remain the same.

Signed for Hartford Life and Accident Insurance Company.

A handwritten signature in cursive script, appearing to read "Richard G. Costello".

Richard G. Costello, *Secretary*

A handwritten signature in cursive script, appearing to read "Thomas M. Marra", followed by a large, bold, serif capital letter "L".

Thomas M. Marra, *President*



**The Plan Described in this Booklet  
is Insured by the**

**Hartford Life and Accident Insurance Company  
Simsbury, Connecticut  
Member of The Hartford Insurance Group**

# **YOUR BENEFIT PLAN**

## **THE COMMONWEALTH OF MASSACHUSETTS GROUP INSURANCE COMMISSION**

**Accidental Death & Dismemberment**

### **Questions about Your Coverage**

**In the event You have questions regarding any aspect of Your coverage, You should contact Your Employee Benefits Manager or You may write to us at:**

The Hartford  
Group Benefits Division, Customer Service  
P.O. Box 2999  
Hartford, CT 06104-2999

**Or call Us at:** 1-800-523-2233

When calling, please give Us the following information shown on the "Certificate of Insurance" page of this group insurance certificate:

- 1) the policy number; and
- 2) the name of the policyholder (employer or organization).

**Or You may contact Our Sales Office:**

Hartford Life Insurance Company  
Group Sales Department  
150 Federal Street  
Suite 1025  
Boston, MA 02110  
TOLL FREE: 800-871-2071  
FAX: 617-378-4633



**CERTIFICATE OF INSURANCE**

**HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY**  
Simsbury, Connecticut  
(A stock insurance company)

**Policyholder: The Commonwealth of Massachusetts Group Insurance Commission**  
**Policy Number: ADD-S06736**  
**Policy Effective Date: July 1, 2006**  
**Policy Anniversary Date: July 1<sup>st</sup> following the Policy Effective Date**

We have issued The Policy to the Policyholder. Our name, the Policyholder's name and The Policy Number are shown above. The provisions of The Policy, which are important to You, are summarized in this certificate consisting of this form and any additional forms which have been made a part of this certificate. This certificate replaces any other certificate We may have given to You earlier under The Policy. The Policy alone is the only contract under which payment will be made. Any difference between The Policy and this certificate will be settled according to the provisions of The Policy on *file* with Us at Our home office. The Policy may be inspected at the office of the Policyholder.

Signed for the Company

**Richard G. Costello**, Secretary

**Thomas M. Marra**, President

*A note on capitalization in this Certificate:*

Capitalization of a term, not normally capitalized according to the rules of standard punctuation, indicates a word or phrase that is a defined term in The Policy or refers to a specific provision contained herein.

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## SCHEDULE OF INSURANCE

### Cost of Coverage

**Non-Contributory Coverage:** Basic Accidental Death and Dismemberment Insurance

**Eligible Class(es) For Coverage:** All Retired Municipal Teachers who are citizens or legal residents of the United States, its territories and protectorates, as defined under the Massachusetts General Laws in Chapter 32B, section 11E.

**RMT's who are insured for \$1,000 are not eligible for any AD&D Benefit.**

### Eligibility Waiting Period for Coverage:

As determined by the Policyholder.

**Policy Age Limit: None**

### Accidental Death and Dismemberment Benefit (AD&D)

#### Principal Sum

The Principal Sum applicable to You is the amount for which:

- a) You are eligible to request as determined below;
- b) You have given us a Written Request; and
- c) the required premium is paid.

**Basic Principal Sum Amount:** \$2,000; \$3,000; \$4,000; \$5,000; \$10,000; or \$15,000; or an amount determined by the governmental unit and approved by the Policyholder\*.

#### Basic AD&D Principal Sum

**\*The** Principal Sum Amount available to You is determined by Your municipality. Principal Sum Amounts vary among municipalities. Please see the Policyholder for the Principal Sum Amount that applies to You.

## **Additional Benefits**

### **Seat Belt and Air Bag Benefit:**

Seat Belt Benefit Percentage: 10%

Maximum Amount: \$25,000

Minimum Amount: \$1,000

Air Bag Benefit Maximum Amount: \$5,000

### **Rehabilitation Benefit:**

Maximum Amount: \$10,000

Rehabilitation Benefit Percentage: 10%

### **Coma Benefit:**

Waiting Period: 31 day(s)

Coma Benefit: An amount equal to Your Principal Sum

### **Brain Damage Benefit:**

Brain Damage Benefit: An amount equal to Your Principal Sum

### **Felonious Assault Benefit:**

Maximum Amount: \$1,500,000

Felonious Assault Benefit Percentage: An amount equal to 3 times Your Principal Sum

## **ELIGIBILITY AND ENROLLMENT**

### **Eligible Persons:**

All persons in the class or classes shown in the Schedule of Insurance will be considered Eligible Persons.

### **Eligibility for Coverage:**

You will become eligible for coverage on the latest of:

- 1) the Policy Effective Date;
- 2) the date You become a member of an Eligible Class; or
- 3) the date You complete the Eligibility Waiting Period for coverage shown in the Schedule of Insurance, if applicable.

### **Enrollment:**

To enroll You must:

- 1) complete and sign an insurance enrollment form which is satisfactory to Us. for Your coverage; and
- 2) deliver it to Your Policyholder.

You may enroll for Basic AD&D Insurance during any GIC annual enrollment.

The GIC annual enrollment is a period of time determined each year by the Policyholder.

## PERIOD OF COVERAGE

### Effective Date:

Coverage will start on the date You become eligible, if You enroll on or before that date;

### Changes in Coverage:

You terminated Your Basic AD&D, You may apply for Basic AD&D Insurance during any GIC annual enrollment. Rules for enrolling for AD&D coverage are governed by the Policyholder.

### Termination:

Your coverage will end on the earliest of the following:

- 1) the date The Policy terminates;
- 2) the date You are no longer in a class eligible for coverage, or the Policy no longer covers Your class;
- 3) the last day of the month following the date the required premium is due but not paid;
- 4) the date the Policyholder determines Your coverage has terminated, after receiving Your notice of withdrawal from coverage under The Policy;
- 5) the date You are approved for waiver of premium under Your Life policy;

## BENEFITS

### Accidental Death and Dismemberment Benefit:

If You sustain an Injury that results in any of the following Losses within 365 days of the date of accident, We will pay your full amount of Principal Sum, or a portion of such Principal Sum, as shown opposite the Loss, after We receive Proof of Loss, in accordance with the Proof of Loss provision.

This Benefit will be paid according to the General Provisions of The Policy.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident.

Your amount of Principal Sum is shown in the Schedule of Insurance.

### For Loss of:

### Benefit:

Life .....	full amount of Principal Sum
Both Hands or Both Feet or Sight of Both Eyes .....	full amount of Principal Sum
One Hand and One Foot.....	full amount of Principal Sum
One Hand and the Sight of One Eye .....	full amount of Principal Sum
One foot and the Sight of One Eye.....	full amount of Principal Sum
One Hand or One Foot .....	full amount of Principal Sum
Speech and Hearing in Both Ears .....	full amount of Principal Sum
Movement of the Upper And Lower Limbs of One Side of the Body (Hemiplegia) .....	full amount of Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia) .....	full amount of Principal Sum
Movement of Both Lower Limbs (Paraplegia) .....	Three-Quarters of Principal Sum
Thumb and Index Finger of Same Hand.....	One-Quarter of Principal Sum
Either Hand or Foot.....	One-Half of Principal Sum
Sight of One Eye.....	One-Half of Principal Sum
Speech or Hearing in Both Ears.....	One-Half of Principal Sum
Thumb and Index Finger of Either Hand.....	One-Quarter of Principal Sum

### Exposure and Disappearance:

Exposure to the elements will be presumed to be Injury if:

- 1) it results from the forced landing, stranding, sinking or wrecking of a vehicle in which You were an occupant at the time of the accident; and
- 2) The Policy would have covered an Injury resulting from the accident.

We will presume that You suffered Loss of life if:

- 1) Your body has not been found within one year after the disappearance of a vehicle in which You were an occupant at the time of its disappearance;

- 2) the disappearance of the vehicle was due to its accidental forced landing, stranding, sinking or wrecking; and
- 3) The Policy would have covered an Injury resulting from the accident.

**Seat Belt and Air Bag Benefit:**

if You sustain an Injury that results in a Loss of Life payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Seat Belt *and* Air Bag Benefit if the Injury occurred while You were:

- 1) a passenger riding in; or
- 2) the licensed operator of;

a properly registered Motor Vehicle and was wearing a Seat Belt at the time of the Accident as verified on the police accident report.

If it cannot be determined that You were wearing a Seat Belt at the time of Accident, the Minimum Amount will be payable under the Seat Belt Benefit.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

If a Seat Belt Benefit is payable, We will also pay an Air Bag Benefit if You were:

- 1) positioned in a seat equipped with a factory-installed Air Bag; and
- 2) properly strapped in the Seat Belt when the Air Bag inflated.

**Accident**, for the purpose of this Benefit only, means the unintentional collision of a Motor Vehicle during which the You were wearing a Seat Belt.

**Air Bag** means an inflatable supplemental passive restraint system installed by the manufacturer of the Motor Vehicle or its proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

**Seat Belt** means:

- 1) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Motor Vehicle, or proper replacement parts installed as required by the Motor Vehicle's manufacturer's specifications; or
- 2) a child restraint device that meets the standards of the National Safety Council and is properly secured and used in accordance with applicable state law and installed according to the recommendations of its manufacturer for children of like age and weight.

The specific amounts for the Seat Belt and Air Bag Benefits are shown in the Schedule of Insurance.

**Felonious Assault Benefit:**

If You sustain an Injury that results in Loss payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Felonious Assault Benefit, if Injury is the result of a Felonious Assault.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Felonious Assault Benefit will pay the lesser of:

- 1) three times Your Principal Sum; or
- 2) the Maximum Amount for this Benefit.

**Felonious Assault** means a criminal act of violence directed at You while You are engaged in the business of the Policyholder, whether on or off the Policyholder's place of business. Criminal act of violence includes, but is not limited to: robbery, theft, hijacking/skyjacking, assault and battery, sniper attack, murder or civil disturbance.

The Felonious Assault Benefit will not pay for a Loss that results from a Felonious Assault committed by You. The

specific amounts for this Benefit are shown in the Schedule of Insurance.

**Rehabilitation Benefit:**



If You sustain an Injury that results in a Loss other than Loss of life, payable under the Accidental Death and Dismemberment Benefit, We will pay an additional Rehabilitation Benefit for Rehabilitative Program Expenses.

This Benefit will be paid:

- 1) after We receive proof of Expenses Incurred for a Rehabilitative Program, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Rehabilitation Benefit provides an amount equal to the least of:

- 1) the actual Expense Incurred for a Rehabilitative Program;
- 2) the amount resulting from multiplying Your amount of Principal Sum by the Rehabilitation Benefit Percentage; or
- 3) the Maximum Amount for this Benefit.

**Rehabilitative Program** means any training which:

- 1) is required due to Your Injury; and
- 2) prepares You for an occupation for which he or she was not previously trained.

**Expense Incurred** means the actual cost of:

- 1) training; and
- 2) materials needed for the training.

The specific amounts for this Benefit are shown in the Schedule of Insurance.

**Coma Benefit:**

If, as the result of an Injury, You:

- 1) are in a Coma within 90 days from the date of accident; and
- 2) remain continuously in a Coma for at least the number of days shown as the Waiting Period;

We will pay a Coma Benefit after the Waiting Period during which You remain in a Coma. The Coma Benefit is an amount equal to Your full amount of Principal Sum.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Coma Benefit Maximum Amount is offset by other payments under The Policy for the Injury.

Benefits are not payable during *the* Waiting Period. The Waiting Period begins on the date You become Comatose. The Waiting Period is shown in the Schedule of Insurance.

**Coma/Comatose** means complete and continuous:

- 1) unconsciousness; and
- 2) inability to respond to external or internal stimuli, as verified by a Physician.

The specific amount for this Benefit is shown in the Schedule of Insurance.

**Brain Damage Benefit:**

If You sustain an Injury that results in Brain Damage within 60 days of the date of accident which:

- 1) requires that You be Hospitalized following the accident; and
- 2) continues for 12 consecutive months;

We will pay a Brain Damage Benefit.

This Benefit will be paid:

- 1) after We receive Proof of Loss, in accordance with the Proof of Loss provision; and
- 2) according to the General Provisions of The Policy.

The Brain Damage Benefit is an amount equal to Your full amount of Principal Sum.

We will not pay this Benefit if a benefit is payable to You for Loss of Life under the Accidental Death and Dismemberment Benefit.

**Brain Damage** means physical damage to the brain which is certified by a Physician at the end of 12 consecutive months to:

- 1) be permanent, complete, and irreversible; and
- 2) prevents You from performing all the substantial and material functions and activities of a person of like age and gender in good health.

The specific amount for this Benefit is shown in the Schedule of Insurance.

## **EXCLUSIONS AND LIMITATIONS**

### **Exclusions and Limitations:**

The Policy does not cover any losses caused by, contributed to by, or resulting from:

- 1) intentionally self-inflicted Injury, while sane or insane;
- 2) physical or mental illness or infirmity;
- 3) ptomaine; any kind of poisoning while sane or insane, whether voluntary or otherwise;
- 4) bacterial infection other than that occurring in connection with, or in consequence of, accidental bodily Injury;
- 5) travel or flight in any type of aircraft except:
  - a) loss resulting from travel or flight as a passenger in a licensed aircraft operated by a licensed pilot on a scheduled passenger service regularly offered between specified airports by a passenger carrier duly licensed by the proper licensing authority;
  - b) loss resulting from travel or flight as a passenger in a chartered aircraft owned, operated and licensed to a passenger carrier who is licensed to and who offers scheduled, non-charter passenger service regularly, and provided that such chartered aircraft is operated by a licensed pilot during service between specified airports;
  - c) loss resulting from travel or flight in an aircraft used, leased or operated by the Commonwealth of Massachusetts, in which the employee is traveling in the performance of his or her duties.

Loss must be accidental and qualify as an Injury, as defined.

We will not pay more than the Principal Sum to any one person, for all Losses due to the same accident, with respect to the Accidental Death & Dismemberment Benefit.

**Loss** means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index finger, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of such limbs.

## **GENERAL PROVISIONS**

### **Notice of Claim:**

You, or the person who has the right to claim benefits, must give the Policyholder written notice of a claim as soon as possible after:

- 1) the date of death; or
- 2) the date of loss.

Such notice must include the claimant's name, address and the Policy Number and any other information required in accordance with the Proof of Loss provision.

### **Proof of Loss:**

Proof of Loss may include, but is not limited to, the following:

- 1) a completed claim form;
- 2) a certified copy of the death certificate, if applicable (a photocopy is not acceptable);
- 3) Your Enrollment form;
- 4) a copy of Your life insurance certificate or GIC annual benefits statement;

- 5) Your Beneficiary Designation (if applicable) which includes all beneficiary's names, dates of birth, social security numbers *and* addresses;
- 6) any and all medical information, including x-ray films and photocopies of medical records, including histories, physical, mental or diagnostic examinations and treatment notes;
- 7) the names and addresses of all;
  - a) Physicians or other qualified medical professionals You have consulted;
  - b) hospitals or other medical facilities in which You have been treated; and
  - c) pharmacies which have filled Your prescriptions within the past three years;
- 8) Your signed authorization for Us to obtain and release medical, employment and financial information (if applicable); or
- 9) Any additional information required by Us to adjudicate the claim.

If death is the result of an accident, also provide the following additional information:

- 1) a copy of any and all police reports;
- 2) a copy of any newspaper articles.

The G1C will process this information and forward it to Us. We will then mail payment to Your beneficiary(ies), or to You, if living. This procedure applies for all deaths regardless of cause, for claims due to loss of life.

#### **Physical Examination and Autopsy:**

While a claim is pending We have the right at Our expense:

- 1) to have the person who has a loss examined by a Physician when and as often as We reasonably require; and
- 2) where it is not forbidden by law, to have an autopsy performed in case of death.

#### **Claim Payment:**

When We determine that benefits are payable, We will pay the benefits in accordance with the Claims to be Paid provision and Beneficiary Designation, but not more than 30 day(s) after such Proof of Loss is received.

#### **Claims to be Paid:**

Benefits for Loss of Life will be paid in accordance with the Beneficiary Designation. If no beneficiary is named, payment will be made according to the beneficiary designation under the group life policy issued to the Policyholder and in effect at the time of death.

If no beneficiary is named, or if no named beneficiary survives You, We may, at Our option, pay:

- 1) to Your surviving Spouse; or
- 2) if Your Spouse does not survive You, in equal shares to Your surviving child(ren); or
- 3) if no Child survives You, in equal shares to Your surviving parents; or
- 4) if no parent survives You, in equal shares to Your surviving siblings; or
- 5) if no sibling survives You, to the executors or administrators of Your estate; or
- 6) if none, to the person or persons determined to be entitled thereto under the laws of the Commonwealth of Massachusetts.

We will make any payments, other than for Loss of Life, to You.

If any person otherwise entitled to payment does not make a claim for payment within one year of Your death, payment may be made by order of precedence as if such person has died before You.

#### **Beneficiary Designation:**

You may designate or change a beneficiary by doing so in writing on a form satisfactory to *the* Policyholder and filing the form with *the* Policyholder. Only satisfactory forms sent to the Policyholder prior to Your death will be accepted. When You become insured, You must name someone as Your beneficiary to receive Your life insurance proceeds. You may name more than one person and determine the proportion each person is to receive. If more than one beneficiary is named, and You do not designate their order or share of payments, the beneficiaries will share equally. The share of a beneficiary who dies before You or the share of a beneficiary who is disqualified will pass to any surviving beneficiary in the order You designated. If no beneficiary is named or no named beneficiary survives You, see the provision entitled "Claims to be Paid" in the "General Provisions" section.

Beneficiary designations will become effective as of the date Your signed and dated form is received by the Policyholder, even if You have since died. We will not be liable for any amounts paid before receiving notice of a beneficiary change from the Policyholder.

In no event may a beneficiary be changed by a Power of Attorney, however in some events a beneficiary may be changed by a durable Power of Attorney.

**Policy Interpretation:**

**We have** full discretion and authority to determine eligibility for benefits and to construe and interpret all terms and provisions of The Policy.

**Assignment:**

Except for the dismemberment benefits under the Accidental Death and Dismemberment Benefit, You have the right to absolutely assign Your rights and interest under The Policy including, but not limited, to the following:

- 1) the right to make any contributions required to keep the insurance in force;
- 2) the right to convert; and
- 3) the right to name and change a beneficiary.

We will recognize any absolute assignment made by You under The Policy, provided:

- 1) it is duly executed; and
- 2) a copy is acknowledged and on file with Us, the Policyholder and You.

We and the Policyholder assume no responsibility:

- 1) for the validity or effect of any assignment; or
- 2) to provide any assignee with notices which We may be obligated to provide to You.

You do not have the right to collaterally assign Your rights and interest under The Policy.

**Legal Actions:**

Legal action cannot be taken against Us:

- 1) sooner than 60 days after the date Proof of Loss is furnished; or
- 2) more than 3 years after the date Proof of Loss is required to be furnished according to the terms of The Policy.

**Insurance Fraud:**

Insurance Fraud occurs if You and/or the Policyholder provide Us with false information or file a claim for benefits that contains any false, incomplete or misleading information with the intent to injure, defraud or deceive Us. It is a crime if You and/or the Policyholder commit Insurance Fraud. We will use all means available to Us to detect, investigate, deter and prosecute those who commit Insurance Fraud. We will pursue all available legal remedies if You and/or the Policyholder perpetrate Insurance Fraud.

**Misstatements:**

In the absence of Insurance Fraud, if material facts about You were not stated accurately:

- 1) *the* premium may be adjusted; and
- 2) the true facts will be used to determine if, and for what amount, coverage should have been in force.

## DEFINITIONS

**Civil or Public Aircraft** means a civil or public aircraft which:

- 1) has a current and valid Airworthiness Certificate;
- 2) is piloted by a person who has a valid and current certificate of competency of a rating which authorizes him or her to pilot the aircraft; and
- 3) is not operated by the militia, or armed forces of any state, national government or international authority.

**Contributory Coverage** means coverage for which You are required to contribute toward the cost. Contributory Coverage is shown in the Schedule of Insurance.

**Earnings** means Your annual salary, wages and other compensation as determined by *the* Policyholder.

**Hospital** means an institution which:

- 1) operates pursuant to law;
- 2) primarily and continuously provides medical care and treatment to sick and injured persons on an inpatient basis;
- 3) operates facilities for medical and surgical diagnosis and treatment by or under the supervision of Physicians; and
- 4) provides 24-hour nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily

as: 1) a nursing home, convalescent home, or skilled nursing facility;

- 2) a place for rest, custodial care, or for the aged;
- 3) a clinic; or
- 4) a place for the treatment of mental illness, alcoholism, or substance abuse.

However, a place for the treatment of mental illness, alcoholism or substance abuse will be regarded as a Hospital if it is:

- 1) part of an institution that meets the above requirements; and
- 2) listed in the American Hospital Association Guide as a general Hospital.

**Injury** means bodily injury resulting:

- 1) directly from an accident; and
- 2) independently of all other causes; which

occurs while You are covered under The Policy.

Loss resulting from:

- 1) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- 2) medical or surgical treatment of a sickness or

disease; is not considered as resulting from Injury.

Loss means with regard to:

- 1) hands and feet, actual severance through or above wrist or ankle joints;
- 2) sight, speech and hearing, entire and irrecoverable loss thereof;
- 3) thumb and index **finger**, actual severance through or above the metacarpophalangeal joints; or
- 4) movement, complete and irreversible paralysis of limbs.

**Military Transport Aircraft** means a transport aircraft operated by:

- 1) the United States Air Mobility Command (AMC); or
- 2) a national military air transport service of a governmental authority recognized by the United States.

**Motor Vehicle** means a self-propelled, four (4) or more wheeled:

- 1) private passenger: car, station wagon, van or sport utility vehicle;
- 2) motor home or camper; or
- 3) pick-up truck;

not being used as a Common Carrier.

A Motor Vehicle does not include farm equipment, snowmobiles, all-terrain vehicles, lawnmowers or any other type of equipment vehicles.

**On** means, when used with reference to any vehicle (land, water or air), in or on, boarding or alighting from the vehicle.

**Physician** means a person who is:

- 1) a doctor of medicine, osteopathy, psychology or other legally qualified practitioner of a healing art that We recognize or are required by law to recognize;
- 2) licensed to practice in the jurisdiction where care is being given;
- 3) practicing within the scope of that license; and
- 4) not Related to You by blood or marriage.

**Policy Effective Date** means the effective date of The Policy shown in the Schedule of Insurance.

**Policyholder** means the Policyholder named on the Certificate of Insurance.

**Proof of Loss** means proof of Your Loss or death, as applicable. See the section entitled "Proof of Loss" in "General Provisions" for the list of acceptable types of proof.

**Prior Policy** means the group accidental death and dismemberment insurance Policy carried by the Policyholder on the day before the Policy Effective Date and will only include the coverage which is transferred to Us.

**Retired Municipal Teacher (RMT)** means a teacher retired from the service of certain political subdivisions of the Commonwealth, whose services are terminated, and who is eligible for and actually receiving a pension, annuity or retired allowance from the State Teachers Retirement System under any applicable law, provided that said employee terminated his services on or after the implementation by political subdivision of Section 10 of the Massachusetts General Laws,

Chapter 32B. Each retiree, as described above, of a political subdivision who has accepted Section 11E of the Massachusetts General Laws, Chapter 32B and has been further accepted by the Policyholder in accordance with Section 13 of the Massachusetts General Laws, Chapter 32A, shall be eligible for the insurance coverage provided in The Policy. A determination by the Policyholder that a person is eligible for participation in The Policy shall be final and binding on *all* parties.

**Scheduled Aircraft** means a Civil or Public Aircraft operated by a scheduled airline which:

- 1) is licensed by the FAA for the transportation of passengers for hire; and
- 2) publishes its flight schedules and fares for regular passenger service.

**The Policy** means the policy which We issued to the Policyholder under the Policy Number shown on the face page. **We,**

**Us, or Our** means the insurance company named on the face page of The Policy.

**You or Your** means the person to whom this certificate is issued.

## AMENDATORY RIDER

This rider is attached to all certificates given in connection with The Policy and is effective on The Policy Effective Date.

This rider is intended to amend Your certificate, as indicated below, to comply with the laws of Your state of residence. Only those references to benefits, provisions or terms actually included in Your certificate will affect Your coverage. In addition, any reference made herein to Dependent coverage will only apply if Dependent coverage is provided in Your certificate.

For California residents:

- 1) "Spouse" will also include an individual who is in a registered domestic partnership with You in accordance with California law. References to Your marriage or divorce will include Your registered domestic partnership or dissolution of Your registered domestic partnership.
- 2) "Child" will also include children) of Your California registered domestic partner.

For Maine residents:

- 1) The dollar amount stated in the **Claims to be Paid** provision is changed to \$2,000 if not already \$2,000.
- 2) The phrase "In the absence of Insurance Fraud" is deleted from the **Misstatements** provision.

For New Hampshire residents:

The **Policy interpretation** provision is deleted.

For South Carolina residents:

- 1) The following is added to the **Physical Examinations and Autopsy** provision: "Such autopsy must be performed during the period of contestability and must take place in the state of South Carolina."
- 2) Item 2 of the **Legal Actions** provision is replaced by the following:
  - 2) 6 years of the date Proof of Loss is required to be furnished according to the terms of The Policy.

For Vermont residents:

**Purpose:** Vermont law requires that health insurers offer coverage to parties to a civil union that is equivalent to coverage provided to married persons.

**Definitions, Terms, Conditions and Provisions:** The definitions, terms, conditions or any other provisions of the policy, contract, certificate and/or riders and endorsements to which this mandatory endorsement is attached are hereby amended and superseded as follows:

- 1) Terms that mean or refer to a marital relationship, or that may be construed to mean or refer to a marital relationship, such as "marriage", "spouse", "husband", "wife", "dependent", "next of kin", "relative", "beneficiary", "survivor", "immediate family" and any other such terms, include the relationship created by a civil union established according to Vermont law.
- 2) Terms that mean or refer to the inception or dissolution of a marriage, such as "date of marriage", "divorce decree", "termination of marriage" and any other such terms include the inception or dissolution of a civil union established according to Vermont law.
- 3) Terms that mean or refer to family relationships arising from a marriage, such as "family", "immediate family", "dependent", "children", "next of kin", "relative", "beneficiary", "survivor" and any other such terms include family relationships created by a civil union established according to Vermont law.
- 4) "Dependent" means a spouse, a party to a civil union established according to Vermont law, and a child or children (natural, stepchild, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.
- 5) "Child or covered child" means a child (natural, step-child, legally adopted or a minor or disabled child who is dependent on the insured for support and maintenance) who is born to or brought to a marriage or to a civil union established according to Vermont law.

**CAUTION: FEDERAL LAW RIGHTS MAY OR MAY NOT BE AVAILABLE**

Vermont law grants parties to a civil union the same benefits, protections and responsibilities that flow from marriage under state law. However, some or all of the benefits, protections and responsibilities related to health insurance that are available to married persons under federal law may not be available to parties to a civil union. For example, federal law, the Employee Income Retirement Security Act of 1974 known as "ERISA", controls the employer/employee relationship with regard to determining eligibility for enrollment in private employer health benefit plans. Because of ERISA, Act 91 does not state requirements pertaining to a private employer's enrollment of a party to a civil union in an ERISA employee welfare benefit plan. However, governmental employers (not federal government) are required to provide health benefits to the dependents of a party to a civil union if the public employer

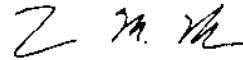


provides health benefits to the dependents of married persons. Federal law also controls group health insurance continuation rights under COBRA for employers with 20 or more employees as well as the Internal Revenue Code treatment of health insurance premiums. As a result, parties to a civil union and their families may or may not have access to certain benefits under this policy, contract, certificate, rider or endorsement that derive from federal law. You are advised to seek expert advice to determine your rights under this contract.

In all other respects, The Policy and certificates remain the same.

Signed for Hartford Life and Accident Insurance Company

**Richard G. Costello, Secretary**

A handwritten signature in black ink, appearing to read 'T. M. Marra'.

**Thomas M. Marra, President**

**The Plan Described in this Booklet  
is Insured by the**

**Hartford Life and Accident Insurance Company  
Simsbury, Connecticut  
Member of The Hartford Insurance Group**